## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

EDNA DUKE and CHANTRESE GARNER,	)
Plaintiffs,	) )
vs.	) Case No. 4:08CV00457 AGF
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY,	) ) )
Defendant.	)

## MEMORANDUM AND ORDER

This matter is before the Court on Plaintiffs' motion in limine to preclude

Defendant from offering any evidence that Plaintiffs' property was over-insured.

As explained in the case cited by Defendant, <u>General Casualty Insurance Cos. v.</u>

<u>Holst Radiator Co.</u>, 88 F.3d 670, 672 (8th Cir. 1996), the rule of law cited by Plaintiffs which bars an insurer from denying that the insured property was worth the full amount for which it was insured, is directed toward insurance companies who accept large premiums on overvalued property and then, when a claim is made seek either to pay only the actual value or deny the claim in its entirety because of the overvaluation. However, evidence that an insured's property was over-insured may be introduced as circumstantial proof of an insured's motive to commit arson. <u>See id.</u>

Accordingly,

**IT IS HEREBY ORDERED** that Plaintiffs' motion in limine [Doc. #43] to preclude Defendant from introducing evidence that Plaintiffs' property was over-insured

is **DENIED** to the extent it is offered for the limited purpose of providing circumstantial evidence that Plaintiffs had a financial motive to burn the house.

AUDREY G. FLEISSIG

UNITED STATES MAGISTRATE JUDGE

Dated this 26th day of June, 2009.